TOWN OF COLCHESTER

CONTRACT & BIDDING DOCUMENTS

COLCHESTER TOWN BUILDINGS

ELECTRICAL SERVICES CONTRACT



Prepared By:

Town of Colchester
Department of Public Works
781 Blakely Road
Colchester, VT 05446

Robin Parry Department of Public Works

May 2018

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INFORMATION FOR BIDDERS

Proposals for Electrical Services Contract for all Town Buildings, Pump Stations and Park Structures (herein called SERVICES), will be received by the Town of Colchester (herein called the "OWNER"), at the Colchester Town Office Building at 781 Blakely Road, Colchester, Vermont until Tuesday, May 15 at 3:00 PM and then at said office publicly opened and read aloud. The contract for the SERVICES described within these specifications will be for a period of three years, with an annual adjustment in compensation to the CONTRACTOR based on the CPI-W, Northeast Urban, Class B/C (all items).

Each bid must be submitted in a sealed envelope addressed to the Town of Colchester, Attn: Robin Parry, 781 Blakely Road, Colchester, Vermont. Each sealed envelope containing a bid must be plainly marked on the outside a **Bid for Electrical Services**, and should bear on the outside the name of the bidder, and its address. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the Owner at the Town of Colchester, Attn: Robin Parry, 781 Blakely Road, Colchester, Vermont 05446.

All blank spaces for bid prices must be filled in, in ink or typewritten, and the bid form must be fully completed and executed when submitted. Bidders shall remove and submit the bid form separate from the volume of contract documents.

Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 10 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the Owner and the bidder.

After bids have been submitted, the bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

All addenda so issued shall become part of the contract documents.

Prospective bidders and their agents will be permitted to make, at their own responsibility and expense, such investigations over the site(s) of the proposed work as they deem necessary. They must satisfy themselves by personal examination of the locations of the proposed work, and by such other means as they deem necessary, as to the actual conditions and requirements of the work.

At the time of the opening of bids, each bidder will be presumed to have inspected the site(s) and to have read and to be thoroughly familiar with the contract documents (including all addenda). The failure or omission of any bidder to receive or examine any form, instrument, or documents shall in no way, relieve any bidder from the obligation in respect to its bid.

The contract documents contain the provisions required for the services provided.

Information obtained from any officer, agent, or employee of the Owner or any other person shall not affect the risks or obligations assumed by the Contractor or relieve it from fulfilling any of the conditions of the contract.

To ensure the OWNER is contracting and purchasing the best quality goods and services at the least possible cost, the OWNER may make any such investigations as it deems necessary to determine the responsibility of the BIDDER, and the BIDDER shall furnish to the OWNER all such information and data for this purpose and as the OWNER may request. The OWNER reserves the right to reject any BID if the BIDDER fails to submit the requested information and data, or if evidence reviewed by the OWNER's investigation of such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement to complete the WORK contemplated therein.

A conditional or qualified bid will not be accepted.

Bidders shall have a minimum of 7 years' experience in the electrical industry and possess a Master Electrician's License. Personnel assigned to perform maintenance at the Town of Colchester must have a Journeyman license with a minimum of 5 years of experience.

Bidders shall also submit three (3) references.

Any personnel that will be assigned to projects taking place at the Colchester Police Department are required to pass a background and fingerprint check as required by the Colchester Police Department.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the certificates of insurance within ten (10) business days from the date when Notice of Intent to Award is delivered to the bidder. The Notice of Intent to Award shall be accompanied by the necessary Agreement and contract forms. In case of failure of the bidder to execute the Agreement, the Owner may, at its option, consider the Bidder in default.

The party to whom the contract is awarded will provide individual bills for buildings and/or locations as specified by the OWNER.

SCOPE OF SERVICES

Description	Frequency	Buildings/Locations	Pricing Structure
Inspection of buildings to identify lights that need bulb and/or ballast replacements.	Quarterly	All excluding Pump Stations	Time and Material
Replace bulbs and ballasts as			
identified by inspection.			
Fire Alarm Inspections	Annually	• Town Office	Fixed
The Additional Mapeetions	7 amadany	Police Department	Tinea
		• Rescue	
		Technical Rescue	
		Public Works Garage	
		Burnham Memorial Library	
		Meeting House	
		Airport Park Maintenance Facility	
Emergency Light Testing	Annually	Town Office	Fixed
(90 Minute Test)		Police Department	
Provide written report listing		• Rescue	
the locations of all lighting		Technical Rescue	
needing battery replacements		 Public Works Garage 	
		Burnham Memorial Library	
		Meeting House	
		Airport Park Maintenance Facility	
Routine and urgent electrical	As needed	All	Time and Material
maintenance and repairs to			
include but not limited to			
repair or replace outlets,			
lights, electrical equipment,			
etc.			

When buildings are specified as "all" in the above table, "all" includes the following buildings and locations:

Town Office – 781 Blakely Road	Airport Park (Bathhouse, exterior lighting and power)
Colchester Police Department – 835 Blakely Road	Pump Station No. 1 – College Parkway
Colchester Rescue – 687 Blakely Road	Pump Station No. 2 – Hercules Drive
Colchester Technical Rescue – 687 Blakely Road	Pump Station No. 3 – Lower Mountain View Drive
Public Works Garage – 711 Blakely Road	Pump Station No. 4 – Orion Drive
Burnham Memorial Library – 898 Main Street	Pump Station No. 5 – South Park Drive
Colchester Meeting House – 830 Main Street	Pump Station No. 6 – Westview Road
Bayside Activity Center – 35 Blakely Road	Pump Station No. 7 – Winchester Place
Bayside Park (Bathhouses, exterior lighting and power)	Pump Station No. 8 – Breezy Acres
Historical Society – 828 Main Street	Pump Station No. 9 – Roosevelt Highway
Airport Park Maintenance Facility – 500 Colchester Point Road	Pump Station No. 10 – Morehouse Drive

The OWNER reserves the right to competitively bid any projects that are expected to meet or exceed \$5,000.

Materials

All materials will be approved by the OWNER prior to any purchase.

Response Time

The CONTRACTOR shall provide a response time of not more than 7 (seven) working days from notification of the project to discuss and provide an estimate for each project that arises. The start date and duration of the project will be mutually agreed upon by the OWNER and CONTRACTOR prior to any project beginning. The start date of a project will not exceed 30 days past receipt and approval of the estimate by the OWNER.

Emergency Response Time

The CONTRACTOR shall provide emergency services on an as-needed basis. Emergency service shall be available on a 24/7 basis, weekend, legal holidays included. The CONTRACTOR shall provide the Town with an after-hours emergency telephone number. The CONTRACTROR shall be capable of responding to an emergency situation within two (2) hours of notification of an emergency by an authorized Town representative. All labor, overtime, travel costs, parts, supplies and other expenses incurred on an emergency service call shall be invoiced separately by the contractor.

BID FORM

	td existing under the laws of the State of			
doing busines				,
The bidder de	clares as follows:			
(1)	the only parties interested in this bid as Pr	rincipals are name	ed herein	;
(2)	this bid is made without collusion with any	other person, firm	n, or corp	ooration;
(3)	no officer or agent of the Owner is directly	or indirectly inte	rested in	this bid;
(4)	it has examined carefully the locatio contract Agreement, and specifications th			rk, proposed
(5)	it has gathered and understands info existing work locations, and is aware o natural phenomena. The information implied, as to its completeness or accumulate therefore;	of apparent and l carries no gua	latent co irantee	onditions, and expressed or
(6)	the Owner reserves the right to mod pricing of other items under this contract.	•	ems with	out affecting

(7)	it understands this contract shall commence on the date of issuance of the Notice
	To Proceed and continue for a period of 3 YEAR(s).

(8)	it acknowledges the receipt of the following addendum: (Must be filled out by the	9
	Contractor at the time of submission)	

a) _	
o)	
c)	

and it proposes and agrees that, if this bid is accepted, it will contract with the Owner, in accordance with the copy of the contract documents deposited in the office of the Owner, this bid form being part of and included in a copy of said documents, to provide all necessary tools, apparatus, and other means to do all the work and furnish all the materials specified in this contract in the manner and time therein prescribed and according to the requirements of the Owner as therein set forth and that it will take in full payment for each item of work thereof, the contracted price applicable to that item as stated in the schedule below.

In submitting this bid, the undersigned understands and agrees that the Owner either prior to executing the contract Agreement, or at any time during the course of the work, may elect to omit certain portions of the work.

BID FORM

Item No.	Brief Description - lum Price (in both words an)		Total Price (in numerals)
1.	Hourly rate for service	s provided d	luring regu	ular	
	working hours (Monda	v through F	ridav 7:30	AM-4:30PM)	
	9 11 1 (1 11	7	dollars	,	
	and	cents (\$	donars)	\$
	unu	001103 (\$,	Υ
2.	Hourly rate for emerge	ency services	s that occi	ur outside of regular	
	working hours (Monda	•		_	
		-	-	TIVI 7.30AIVI	
	including weekends an	id legal nolid	-		
			dollars		
	and	cents (\$)	\$
2	Natorial Naulussa				
3.	Material Mark-up			.	
			percent	tage	%
					70
4.	Trip Charge				
٦.			dollars		
	and	cents (\$	donars)	\$
	<u> </u>	001110 (\$,	Ψ
5.	Annual Fire Alarm Test	ting and 90 I	Minute En	nergency Light Test	
	a. Town Office				
			dollars		
	and	cents (\$			\$
	b. Police Department				
			_dollars		
	and	cents (\$)		\$
	c. Rescue				
			_dollars		
	and	cents (\$)		\$
	d. Technical Rescue				
			_dollars		
	and)		\$
	e. Public Works Garage	9			
			_dollars		
	and)		\$
	f. Burnham Memorial	Library	,		
		. ,1	_dollars ्		
	and	cents (Ş)		\$

	g. Meeting House			
		doll	lars	
	and	cents (\$)	\$
	h. Airport Park Mainte	nance Facility		
		doll	ars	
	and	cents (\$)	\$
5. TOTA	L FIRE ALARM AND EME	RGENCY LIGHT T	ESTING	
	(sections 5a through 5l	h)		
		doll	ars	
	and	cents (\$)	\$

NOTICE OF INTENT TO AWARD

TO:

PROJECT Description: Colchester Town Buildings Electrical Services Contract

The OWNER has considered the BID submitted by you for the above described WORK in response to its Request for Proposal dated May 2018 and Information for Bidders.

You are hereby notified that your BID has been accepted for the following items:

Item 1 \$_____ Item 2 \$____ Item 3 \$____ Item 4 \$____ Item 5 \$

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S certificates of insurance within ten (10) calendar days from the date of this NOTICE to you. If you fail to execute said Agreement and to provide insurance documents, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID. The OWNER will be entitled to such other rights as may be granted by law.

This Notice of Intent to Award is subject to execution of a written contract and, as a result, this Notice does NOT constitute the formation of a contract between the OWNER and the selected BIDDER. The BIDDER shall not acquire any legal or equitable rights relative to the contract services until a contract containing terms and conditions acceptable to the OWNER is executed. The OWNER further reserves the right to cancel this Notice of Intent to Award at any time prior to the execution of a written contract.

20

You are required to return an acknowledged copy of this NOTICE OF INTENT TO AWARD to the OWNER.

Dated tills, 20,	-
OWNER	(PRINT OR TYPE NAME)
Title:	
	SIGNATURE
ACCEPTANCE OF NOTICE	
Receipt of the above NOTICE OF AWARD is hereby acknowledged	
Dated this day of, 20	-
CONTRACTOR	(PRINT OR TYPE NAME)
Title:	
SIG	NATURE

Datad this

dayof

AGREEMENT

THIS AGREEMENT, made	e this	, 2018, by and bet	
			, hereinafter called "OWNER" and
hereinafter called "CON		doing business as (an	individual, a partnership or a corporation)
WITNESSETH: That for a	and in consideration of	f the payments and agree	ements hereinafter mentioned:
 The CONTRACT necessary for ti The Contractor the Notice To the CPI-W, Notice To provided durin provided outside of \$ documents. And for all Town Bu The term "CON Inform BID FO Notice Agree Certifity Notices." 	TOR will commence and TOR will furnish all the completion of the servill commence the will commence to provide agrees to provide agreeular working how de of regular working how de of regular and emergianual Fire Alarm and Emildings. ITRACT DOCUMENTS" mation for BIDDERS DRM end Intent to Award ment	d provide the services of the material, supplies, the material, supplies, the revices described herein ork required by the control of 3 Year(s) with annual B/C (all items). The electrical services at the urs, at the hourly rate of hours, the material mark gency service hours are of mergency Light Inspection means and includes the electrical services are of the material mark gency services are of the means and includes the electrical services are of the means and includes the electrical services are described as a service are described as a service and includes the electrical services are described as a service and includes the electrical services are described as a service and includes the electrical services are described as a service and the electrical services are del	the Electrical Services Contract. tools, equipment, labor and other services in the date of issuance of a ladjustments to compensation based upon the hourly rate of \$ for services of \$ for emergency services in the property of the property o
W-9 6. OWNER will pa and Conditions 7. This Agreemen administrators,	such amounts as requ t shall be binding upor , successors, and assig	R in the manner and at suried by the CONTRACT Dent in all parties hereto and these.	heir respective heirs, executors,
	-		ed to be executed by their duly authorized d an original on the date first above written.
OWNER:		ATTEST:	
BY:		Name:	(Signature)
(Signatu	ıre)		(Print or Type)
Name:(Print or	 Type)		
Title:	,	Title:	
CONTRACTOR:			
BY:			
(Signatu	ure)		
Name:(Print of Address:	or Type)		(CONTRACTOR Seal if available)
Phon	ne#		

Certificate of Acknowledgement of Contractor of a Corporation for CONTRACT AGREEMENT

State of				}				
				} ss:				
County of				}}				
On this _		day		, 20, n, who being duly sv		me pers	•	came ne/she
resides	at					and	is	the
				of				, the
said corporati	ion; that the seal at Board of Directors o	ffixed to t	the foregoing in	ng instrument; that strument is such cor lat by the like order	porate se	al and it wa	is so affix	ked by
	Notary Public	(Sea	al)	_				
My commission	on expires							

TOWN OF COLCHESTER

P.O. BOX 55 COLCHESTER, VT 05446-0055

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

This certification needs to be completed by all Town of Colchester suppliers as required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510.

- 1. The Applicant certifies that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause of default; and
- 2. Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Print Name	Signature				
Title	Date				
Company	Project Name				

NOTICE TO PROCEED

To:	Date of Issuance:
To: (CONTRACTOR)	
	Project:
	
	
	
You are hereby notified to commence	work in accordance with the Agreement dated, and you are to begin
	, 20for a period of 3 Year(s) with the contract
	day of, 20
	(OWNER)
	By:(Printed or Typed Name)
	By:(Signature)
	Title:
	ACCEPTANCE OF NOTICE
Receipt of the above NOTICE TO PROCEED	
is hereby acknowledged by	
(Nam	ne of CONTRACTOR)
this the day of 20	
this the day of, 20	
By:(Printed or Typed Name)	
By:(Signature)	
T'	

TOWN OF COLCHESTER

STANDARD TERMS AND CONDITIONS - 12/14/15

1. Definitions. Whenever the words defined in this section occur in this contract, they shall have the meanings herein given.

OWNER

The word "OWNER" shall mean the Town of Colchester, or any officer, or agent duly authorized to act for the Town of Colchester in the matter covered by the contract.

CONTRACTOR

The word "CONTRACTOR" shall mean the party hired by the OWNER and who has entered into this contract for the performance of the work required, or the officer or agent duly authorized to act for the CONTRACTOR in the performance of the work specified under this contract

2. Obligations and Liability of CONTRACTOR. The CONTRACTOR shall do all the work and furnish all the materials, tools, and everything necessary or proper for performing and completing the work required by this contract, in the manner and within the time specified as mutually agreed upon by the OWNER and the CONTRACTOR. The CONTRACTOR shall complete the entire work to the satisfaction of the OWNER, and at the prices agreed upon and contained in this agreement.

The CONTRACTOR shall coordinate his/her operations with those of any other CONTRACTORs who may be employed on other work of the OWNER, shall avoid interference with them, and shall cooperate in the arrangements for storage of materials.

The CONTRACTOR shall take all responsibility for the work done under this contract, for the protection of the work, and for preventing injuries to persons and damage to property associated with the work performed under this contract.

- **3. Supervision of Work.** At all times, the CONTRACTOR shall have as its agent on the work site, a competent superintendent capable of thoroughly understanding and performing the project.
- 4. Indemnification. The CONTRACTOR agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWNER, its officers, directors, and employees (collectively, OWNER) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the CONTRACTOR's negligent performance of contractual services under this contract and that of its subcontractors or anyone for whom the CONTRACTOR is legally liable.
- **5. Insurance.** Before starting and until acceptance of the work, the CONTRACTOR shall procure and maintain the following insurance requirements:
 - A. The CONTRACTOR shall purchase and maintain a Comprehensive General Liability Insurance policy from a company licensed to do business in the State of Vermont.

- B. The CONTRACTOR shall purchase and maintain a Comprehensive Automobile Liability Insurance policy insuring all owned automobiles as well as hired and non-owned automobiles. The Town of Colchester shall be named as Additional Insured.
- C. With respect to all operations performed under this contract the CONTRACTOR shall carry Workers Compensation Insurance in accordance with the laws of the State of Vermont, 21 V.S.A. Chapter 9. The CONTRACTOR shall also ensure that all subcontractors carry Workers Compensation Insurance in accordance with 21 V.S.A. Chapter 9 for all work performed by them.
- D. The CONTRACTOR will not be allowed on the job site until after said CONTRACTOR has filed a Certificate of Insurance with the OWNER for the above insurance policies.
- E. Pursuant to the provisions of 21 VSA 601 (14), for sole proprietors who are exempt from carrying Workers' Compensation coverage, a hold harmless form shall be signed if applicable.
- F. When officers or members are excluded from Workers' Compensation Insurance, or if a LLC is wholly excluded from Workers' Compensation a completed and signed Form 29 from the State of Vermont, Department of Labor is required.
- G. MINIMUM INSURANCE COVERAGES

Commercial General Liability \$1,000,000 Each Occurrence \$2,000,000 General Aggregate applying, in total, to this project only \$1,000,000 Products/Completed Operations Aggregate \$250,000 Fire Damage Legal Liability

Automobile Liability
Bodily Injury \$1,000,000 Each Person
Bodily Injury \$1,000,000 Each Occurrence
Property Damage \$500,000 Each Occurrence
OR
Combined Single Limit \$1,500,000 Each Occurrence

Workers Compensation Statutory Limits

Employers' Liability \$500,000 Each Accident \$500,000 Disease – Each Employee \$500,000 Disease – Policy Limit

- 6. No Employee Benefits For CONTRACTOR: The CONTRACTOR understands that the Town will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to Town employees, nor will the Town withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The CONTRACTOR understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the CONTRACTOR, and information as to Agreement income will be provided by the Town to the Internal Revenue Service and the Vermont Department of Taxes.
- **7. Independence:** The CONTRACTOR will act in an independent capacity and not as officers or employee of the Town.

- **8. Compliance with Laws.** The CONTRACTOR shall at all times observe and comply with, and cause all its agents and employees to observe and comply with, all existing laws, ordinances, regulations, orders and decrees.
- **9. Not to Sublet or Assign.** The CONTRACTOR shall not assign, by power of attorney or otherwise, or sublet the work or any part thereof, without the previous consent of the OWNER.
- **10. Time of Beginning and Completion of Work.** The CONTRACTOR shall commence and complete the work as mutually agreed upon by the OWNER and CONTRACTOR. Work will be performed on a continuous basis during regular working hours from the start date to completion of the project.
- **11. Night and Weekend Work.** Work shall not be performed outside of regular working hours (Monday-Friday 7:30AM to 4:30PM) unless approved by the OWNER.
- **12. Defective Work.** Defective work, whether the result of poor workmanship, use of defective materials, damage through carelessness of the CONTRACTOR or any other outside agency, found to exist prior to the final acceptance of the work, shall be replaced or repaired and tested in a manner acceptable to the OWNER at the CONTRACTOR's own expense.
- **13. Extra Work.** Extra work shall only be authorized by a signed order by the OWNER prior to the undertaking of the extra work. The cost of extra work shall include the labor rates and material mark-up as defined within the contract documents. At the request of the OWNER, the CONTRACTOR shall furnish itemized statements of the cost of the work ordered.
- **16. Final Estimate and Payment.** After the completion of the individual assigned project and to the full satisfaction of the OWNER, the OWNER shall make a final payment to the CONTRACTOR for all monies owed for the specified project within 30 calendar days.
- 17. Liability of OWNER. The acceptance by the CONTRACTOR of the OWNERS final payment shall be a release of the OWNER and every agent of the OWNER from any claim or liability of the CONTRACTOR for work performed under this contract.
- **18. Guarantee.** The CONTRACTOR guarantees that the work to be done under this contract, and the workmanship performed and the materials and equipment used in the construction shall be free from defects or flaws. This guarantee shall be for a period of one (1) year from and after the date of the completion of the work. The CONTRACTOR shall repair or replace as required, promptly and without charge, all work, and materials, or parts thereof, which fail to meet the above guarantee during the one year herein quoted.
- **19. Cleaning Up.** The CONTRACTOR will keep the worksite free of accumulating debris and trash. At final completion all tools, equipment, surplus material and trash shall be promptly and properly removed and disposed of.
- **20. Termination of Convenience.** The OWNER may at any time terminate the contract for its convenience. The CONTRACTOR shall be entitled to payment for work completed and reasonable expenses incurred.
- **21. Termination for Cause.** The OWNER may terminate this Contract at any time if the CONTRACTOR fails to meet the requirements of the work or these Standard Terms and Conditions, and may by contract or otherwise complete the work and charge the entire expense of so completing the work or part thereof to the CONTRACTOR. The CONTRACTOR will not be entitled to further payment until the work is completed. This obligation survives the termination of the original contract.

22.	Specifications and Stan		ork under	this Contract	shall con	nply with the	latest edition o	of all
applica	able codes, ordinances, and	d standards.						
							-	D:la